

Supreme Court of the United States

October Term, 1952.

No. 193.

FORD MOTOR COMPANY, - - - - - *Petitioner,*

v.

GEORGE HUFFMAN, Individually, Etc., - *Respondents.*

AND

No. 194.

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, CIO, Etc., - *Petitioner,*

v.

GEORGE HUFFMAN, Individually, Etc., - *Respondents.*

ON PETITION FOR WRITS OF CERTIORARI TO THE UNITED
STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT.

BRIEF FOR RESPONDENTS IN OPPOSITION.

OPINIONS BELOW.

The District Court rendered no opinion herein.

The opinions of the Court of Appeals for the Sixth
Circuit are reported in 195 F. 2d 170 (R. 30-38).

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Supreme Court of the United States

OCTOBER TERM, 1952

No. 193

FORD MOTOR COMPANY, PETITIONER,

vs.

GEORGE HUFFMAN, INDIVIDUALLY,
AND ON BEHALF OF A CLASS, ETC., ET AL.

No. 194

INTERNATIONAL UNION, UNITED AUTOMO-
BILE, AIRCRAFT AND AGRICULTURAL IM-
PLEMENT WORKERS OF AMERICA, CIO;
ETC., PETITIONER,

vs.

GEORGE HUFFMAN, INDIVIDUALLY,
AND ON BEHALF OF A CLASS, ETC., ET AL.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE SIXTH CIRCUIT.

**REPLY BRIEF FOR FORD MOTOR COMPANY,
PETITIONER**

WILLIAM T. GOSSETT,
L. HOMER SURBECK,
RICHARD W. HOGUE, JR.,
MALCOLM L. DENISE,
Counsel.

Supreme Court of the United States

OCTOBER TERM, 1952

No. 193

FORD MOTOR COMPANY, Petitioner,

vs.

GEORGE HUFFMAN, Individually,
and on Behalf of a Class, Etc., *et al.*

No. 194

INTERNATIONAL UNION, UNITED AUTO-
MOBILE, AIRCRAFT AND AGRICUL-
TURAL IMPLEMENT WORKERS OF
AMERICA, CIO, Etc., Petitioner,

vs.

GEORGE HUFFMAN, Individually,
and on Behalf of a Class, Etc., *et al.*

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE SIXTH CIRCUIT.

REPLY BRIEF FOR FORD MOTOR COMPANY, PETITIONER

The only purpose of this brief is to discuss an incidental factual point made by Huffman in attempting to clarify the contract provisions in issue. The arguments in Respondent Huffman's brief are addressed only to the Union's brief and, in any event, are adequately dealt with in the Company's main brief.

The factual point which respondent makes in his brief is that the seniority provisions in issue were not limited to aiding veterans without previous employment. He states that Section 13(d) provides that, regardless of the specific provisions of the Section 13(c), all veterans in the Company's employ on the date of the 1946 contract (July 30) received similar seniority credit.

Even had the latter provision applied to all veterans then or thereafter hired, it would have been valid. But the fact is that the major objective of the provisions attacked by respondent was to accord seniority credit for military service to veterans who had no previous employment. The provisions of Subsection (d) plainly were incidental to the principal objective and were conducive to starting out on a fair basis with a minimum of administrative difficulty. The provisions of Section 13(c) were operative with respect to future hirings as well as to past hirings. Section 13(d) however applied only to employees on the payroll of the company at July 30, 1946. At that time it obviously would have been impossible to ascertain from the existing Company employment records all of the facts necessary to determine which employees were covered by the provisions of Section 13(c) and whether, in fact, any employees were not covered. Moreover, the more general provisions of Section 13(d) served to give seniority credit to any veteran then on the payroll who may have failed to qualify under Section 13(c) because of some technicality, but who might have been able to qualify had he known at the time he considered employment by Ford what the requirements would be.

Respondent undertakes to argue that the provisions of the 1947 agreement also give seniority credit to all

veterans in the employ of the Company in 1947 as well as 1946 even though they had not qualified under the provisions of Section 13(c). In this he is incorrect. The reference in the 1947 agreement to the "time the Contract is thus amended" (R. 18) obviously relates to the original amendment of July 30, 1946. Any doubt as to this meaning was resolved by a subsequent interpretation of the provision adopted by the Union and the Company in 1948. That interpretation is contained in a letter, a copy of the relevant portions of which is annexed as Appendix A to this brief. For the Court to consider whether the agreement (apart from the letter amendment) should be construed differently would result in its passing upon a moot point, and it is therefore deemed appropriate to call the matter to the attention of the Court.

Respectfully submitted,

WILLIAM T. GOSSETT,
L. HOMER SURBECK,
RICHARD W. HOGUE, JR.,
MALCOLM L. DENISE,
Counsel.

APPENDIX A

February 24, 1948

Mr. Kenneth Bannon
Director, UAW-CIO
National Ford Department
281 West Grand Blvd.
Detroit 16, Michigan

Attention: Mr. Nelson Samp

Dear Mr. Bannon:

As we have previously discussed, the copying of certain provisions from the 1946 contract between Ford Motor Company and the UAW-CIO into the August 21, 1947 contract resulted in an unintentional change in the dates referred to by such provisions.

The sections concerned are Article VIII, Sections 13 and 26, and Article V, Section 5.

Article VIII, Section 13(d) provides at present:

"It is further understood and agreed that, regardless of any of the foregoing, all veterans in the employ of the Company at the time the Contract is thus amended shall receive (etc.)."

The forerunner of this provision was added to our 1946 agreement by a supplement dated July 30, 1946, and it was not intended to change the time fixed therein by the new agreement. Accordingly, we propose that this section be amended to read as follows:

"It is further understood and agreed that, regardless of any of the foregoing, all veterans in the employ of the Company on July 30, 1946 shall receive (etc.)."

* * *

Appendix A

If you will indicate the Union's agreement to the above modifications on the enclosed copy of this letter and return it to us, we will consider the contract modified accordingly.

Very truly yours,

/s/ Malcolm L. Denise
MALCOLM L. DENISE
Associate Counsel

MLD/pyp

Agreed to:
International Union, United Automobile,
Aircraft and Agricultural Implement
Workers of America, UAW-CIO

By: /s/ Ken Bannon
Director, National Ford Department